AMENDMENT OF SOLIC	CITATION/M	ODIFICATION	OF CONTRACT	1. CONT	RACT ID COD	E	PAGE O	F PAGE	s 16
2. AMENDMENT/MODIFICATION NO.	3 FFFFC	TIVE DATE	4. REQUISITION/PURCHASE F	REO NO		5 PROJE	CT NO. (If ap		
0001		Block 16C	D-4-D9-15-FR-A2			0. 1.1002	. o o . (ap	piiodzio)	
6. ISSUED BY		RS0093B	7. ADMINISTERED BY (If other		6)	CODE			
DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PRO 333 MARKET STREET, SUITE 1400 SAN FRANCISCO, CA 94105-2115	<u> </u>		See Item 6		5,	0002	· [
MATSCHKOWSKY, CHRISTINE 415-	-848-4737								
8. NAME AND ADDRESS OF CONTRACTOR (A	lo. Street, county, St	ate and ZIP: Code)		(x)	9A. AMENDI			NO.	
TO ALL OFFERORS		Vendor ID:	00055905			/R-04-R			
., DC .				X	9B. DATED (/2004	11)		
					10A. MODIF	CATION OF	CONTRACT	ORDER I	1 O.
					10B. DATED	(SEE ITEM	13)		
CODE	F.F	ACILITY CODE							
11	. THIS ITEM	ONLY APPLIES T	O AMENDMENTS OF	SOLIC	ITATIONS	3			
X The above numbered solicitation is an	nended as set fort	h in Item 14. The hour	and date specified for receipt	t of Offers	is ex	tended,	X is not e	extended	1.
Offers must acknowledge receipt of this an	nendment prior to	the hour and date spec	cified in the solicitation or as a	amended,	by one of th	e following	methods:		
(a) By completing Items 8 and 15, and ret (c) By separate letter or telegram which in THE PLACE DESIGNATED FOR THE RI virtue of this amendment you desire to cha to the solicitation and this amendment, and	cludes a reference ECEIPT OF OFFI inge an offer alrea I is received prior	e to the solicitation and ERS PRIOR TO THE I	amendment numbers. FAILU HOUR AND DATA SPECIFIE ange may be made by telegra	JRE OF Y ED MAY	OUR ACKN RESULT IN	OWLEDG REJECTION	MÉNT TO E ON OF YOU	E RECE	EIVED A
12. ACCOUNTING AND APPROPRIATION DAT	A (If required)								
			ODIFICATIONS OF CO						
A. THIS CHANGE ORDER IS ISSUED							ER NO. IN IT	EM 10A.	
B. THE ABOVE NUMBERED CONTRAI			ADMINISTRATIVE CHANGES (su	ch as chan	ges in paying o	office, approp	oriation date, e	tc.) SET	FORTH IN
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INT	O PURSUANT TO AUTHO	RITY OF:						
D. OTHER Specify type of modification a	and authority)								
E. IMPORTANT: Contractor		<u> </u>	this document and return		•	issuing o	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION This amendment is to diss		_				the as	sociate	d ans	wers.
It is anticipated that a sub	sequent an	nendment will b	oe issued addressi	ng add	ditional c	uestio	ns.		
The deadline for receipt o	f proposal i	s NOT extende	ed under this amen	dmen	t.				
Except at provided herein, all terms and condition	s of the document re	ferenced in Item 9A or 10A	, as heretofore changed, remains	unchanged	and in full for	e and effect	t		
15A. NAME AND TITLE OF SIGNER (Type	or print)		16A. NAME AND TITLE OF C				or print)		
		1	Christine Matschkov	vsky, Con	tract Specia	ıst	ı		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA			16C. DATE	SIGNE)
			BY						
(Signature of person authorized t	o cian)	i e	(Cianatura of	Contractin	a Officarl		1		

OMB Control No. 1505-0081

SF30 CONTINUATION SHEET

RESPONSES TO QUESTIONS

1. Contractor furnished items:

Paragraph 4.8: Are fingerprint cards and SF 86's required for "carry over" employees at the start of the contract or only on newly hired? Paragraph H.8.e indicates that they will not be required for anyone cleared within the past year, but paragraph H.8.f indicates clearances are required each 5 years for incumbents. Please clarify.

Employees working under the current contract with Worldwide Security or Wackenhut will NOT be required to submit another background check if they have been cleared within the last 5 years. When the 5 year clearance is within 5 months of expiration, the employee will be required to submit another request for clearance.

2. Paragraph 4.18/4.19: Radios/Duress Alarms. Is the government requiring specific brands for radios such as Motorola? Is there a particular brand for the duress alarms?

Since this is a performance-based contract the government is NOT requesting a specific brand of radio and duress alarm. However, the radios must be compatible with our existing base station, frequency, and have at least 3 channels. In addition, the radios must be reliable and able to maintain quality communications for the duration of the contract or the contractor will be required to replace the radios when they are no longer acceptable for use.

3. Various articles of the CBA refer to a local addendum that lists wage rates, vacation, sick leave, etc; the addendum was not included with the attached CBA. Please provide a copy.

Addendum to CBA attached.

4. Articles 17 & 18 of the CBA state that the "company agrees to be bound by the terms and conditions of the Agreement and declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted hereto." Does this amendment apply to subsequent contractors?

Per FAR 22.1008-3(b):

- (b) Section 4(c) of the Act provides that a successor contractor must pay wages and fringe benefits (including accrued wages and benefits and prospective increases) to service employees at least equal to those agreed upon by a predecessor contractor under the following conditions:
- (1) The services to be furnished under the proposed contract will be substantially the same as services being furnished by an incumbent contractor whose contract the proposed contract will succeed.
- (2) The services will be performed in the same locality.

- (3) The incumbent prime contractor or subcontractor is furnishing such services through the use of service employees whose wages and fringe benefits are the subject of one or more collective bargaining agreements.
- 5. The Past Performance questionnaire indicates you want it returned no later than June 9th 1994. Please provide revised date. Also form is missing the grade report part 3.

Past Performance Questionnaire due date corrected to <u>September 13, 2004</u>. Complete Past Performance Questionnaire attached.

6. Are K9 Services currently performed under the present contract?

Yes, K9 services are currently being performed under the present contract.

7. With the Clin format, a monthly total is required for K9 services. What happens if the IRS increases total annual projected hours above that which is currently forecast? Does the contractor receive the hourly rate specified in Clin 3 as an adjustment for each K9 service hour performed "above" the hours currently projected in the solicitation?

Yes, any additional hours not projected in Line Item 0002 will be paid from Line Item 0003 and the hourly rate specified.

8. Is there training space available to contractors at the FIRSC? (Conference rooms, etc.)

Yes, conference rooms are available for training classes.

9. Exhibit 30 (Past Performance Questionnaire) has a due date of June 9, 1994. Is the correct due date the same as proposal due date of September 13, 2004 @ noon?

Yes, the Past Performance Questionnaire due date is changed to September 13, 2004.

10. Pages 67-85, Exhibits 12-25 are missing from proposal.

Exhibits 12-25 are forms to be used during the course of the contract and we were not able to scan them into the RFP. If you would like copies of these forms please e-mail Christine.Matschkowsky@irs.gov and they will be faxed to you.

11. Please clarify CLIN 0002, canine services for 12 months, however there are only 8 months for the Base Year.

CLIN 0002 is corrected to reflect 8 months for the base period.

12. Union agreement explains all the benefits but, it is missing the pay rate and all employee benefits rate example; what is the hourly rate for the armed guard? What is the hourly health welfare rate?

Addendum to CBA attached which shows applicable rates.

13. Please provide uniform requirements list.

Uniform requirements list provided in the Collective Bargaining Agreement Addendum (attached).

14. Could you please provide us with a SENIORITY LIST of the incumbent guard personnel, so we may be able to properly calculate their accrued benefits.

This is a performance-based contract, and the contractor's price should be based on your proposed method of providing the guard services, not on the number of employees or staffing structure of the current contract.

INTERNAL REVENUE SERVICE SITE VISIT FOR SECURITY GUARD/CANINE SERVICES AT FRENSO, CA

ATTENDANCE SHEET

<u>NAME</u>	COMPANCY/AGENCY	<u>PHONE</u>
1. Lawrence Garcia	AmeriGuard Security	559-271-5984
2. Rob Gooden	ARES International Security	571-234-4142
Tony Perez	AKAL Security	562-841-8205
4. Carl Bey	Comprehensive Security	910-732-2200
Bob Harren	Frontier Systems	415-336-2152
Robert Gardner	Evans Private Security, Inc.	209-725-3415
7. Luther Evans	Evans Private Security, Inc.	209-725-3415
8. John Bush	Fresno County Private Security	559-233-9800
9. HR Sawl	Fresno County Private Security	559-233-9800
10. Mike Wantz	DSS K-9	916-416-4720
11. Scott Mandel	Asset Protection & Security Svcs	361-906-1552
12. Herb Schwieger	All-Phase Security Inc.	559-251-2900
13. Royce W. Harvey	Ameritex Guard Services	512-442-7880
14. Keith Felt	Pinkerton Government Services	408-732-6513
15. Boyd Waters	JTC & Asso. Security	801-293-1166
16. Robert Grant	Side Bar & Associates	510-686-2300
17. Francis Urtula	Side Bar & Associates	510-686-2300
18. Otis Thomas	OMT Security	562-698-4442
19. Benjamin Garcia	A1-Security	949-551-6757
20. Mark Rispoli	MAKOR K9	707-252-4600
21. Carl Goembel	Omniplex World Services Inc.	703-652-3180
22. Rick Coffelt	NANA Services	703-499-6895

EXHIBIT 30

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The company who has provided you with this form is proposing on an Internal Revenue Service (IRS) acquisition for Contract Guard Services. Past performance is an important evaluation criteria for the acquisition, so input from previous customers of the offeror is very important. We would greatly appreciate you taking the time to complete this form. *The information is to be provided directly to Ms. Christine Matschkowsky, IRS, Contract Specialist. Offerors, determined to be in the competitive range, will be provided the opportunity to discuss past performance information obtained from references; however, names of individuals providing reference information about an offeror's past performance will not be disclosed.* Please provide an honest assessment and return by mail to the IRS Contract Specialist, Christine Matschkowsky at the address shown below no later than September 13, 2004. If you have any questions, please contact Ms. Christine Matschkowsky at voice: (415) 848-4737; or fax: (415) 848-4711.

Internal Revenue Service Attn: Christine Matschkowsky Western Area Field Procurement Operations 333 Market Street, Suite 1400 San Francisco, CA 94105

PART TWO: GENERAL INFORMATION 1. OFFEROR'S NAME AND ADDRESS 2. CUSTOMER ORGANIZATION NAME AND ADDRESS 3. Contract Number: _____ 2a. EVALUATOR 4. Contract Value (Circle One): NAME: <\$ 1M \$ 1M-\$ 10M >\$ 10M TITLE: PHONE NO: 5. Contract or Task Order (TO) Award Date: 6. Contract or TO Completion Date (Include Extensions): / / ____/___/_____/

7. CONTRACT TYPE (Circle All That Apply)

FFP CPFF	CPAF O	THER (Special	fy Type)
8. COMPLE	XITY OF WO	RK (Circle One	e Response):
DIFFI	СПТ	ROUTINE	ВОТН
DIII		ROUTHVE	Bolli
9. INDICAT	E GEOGRAP	HIC DISTRIBU	UTION OF SERVICES
10. NUMBE	R OF USERS	/LOCATIONS	SERVICED BY THIS CONTRACT:
10, 1,01,122	11 01 002110	200111101,2	
1	Local	Nationwide	Worldwide
		OF SUBCONT used by the offer	RACTING SUPPORT (Complete this item only if error):
	5 support was	used by the on	
12 DDIEE C	NESCDIDTION		ONTRACT REQUIREMENTS:
12. DRIEF L	ESCRII ITOI	VOI TOOK CC	NIRACI REQUIREMENTS.
PART THRE	E: OFFERO	R PERFORMA	NCE RATING
factors. Each adjectival rati	factor has a sing that most r	et of subfactors nearly represents	the offeror's performance in each of the five rating with four possible adjectival ratings. Determine the syour experience with this offeror and indicate your
assessment by	y placing any '	'X" under the a	ppropriate heading. Offeror's performance factors are
-			
	A.	QUALITY C	OF SERVICES
	B.		ANAGEMENT
	C.		S OF PERFORMANCE
	D.		SATISFACTION
	E.	CONTRACT	OR PERSONNEL
Adjectival rat	tings are define	ed below and sh	ould be used as a reference in assessing performance:
OUTS	STANDING =	1	ormance was technically acceptable and provided nusual, unique, or worthwhile features or benefits

SATISFACTORY = Offeror performance met customer expectations or contract

requirements (i.e., demonstrated an acceptable understanding of

the requirements, provided an acceptable management and technical approach to tasks; and provided complete response to customer needs)

MARGINAL = Offeror performance could have stood improvement (i.e., demonstrated a marginal understanding of requirements and marginal approach to tasks)

UNSATISFACTORY = Offeror performance DID NOT meet customer expectations or Contract requirements

NOT APPLICABLE = Offeror was not required to perform in this area on this contract

Using the definitions provided above, check applicable rating. You may provide additional information to support your rating. Attach additional sheets if necessary.

A.		ALITY OF SERVICES
	{ }	Outstanding:
	{ }	Satisfactory:
	{ }	Marginal:
	{ }	Unsatisfactory:
B.	PRC	JECT MANAGEMENT
	{ }	Outstanding:
	{ }	Satisfactory:
	{ }	Marginal:
	{ }	Unsatisfactory:
C.	TIM	ELINESS OF PERFORMANCE
	{ }	Outstanding:
	{ }	Satisfactory:
	{ }	Marginal:
	{ }	Unsatisfactory:
D.	CUS	TOMER SATISFACTION
	{ }	Outstanding:

	{	} Satisfactory:
	{	} Marginal:
	{	} Unsatisfactory:
E.		ONTRACTOR PERSONNEL } Outstanding:
	{	} Satisfactory:
	{	} Marginal:
	{	} Unsatisfactory:

COLLECTIVE BARGAINING AGREEMENT ADDENDUM

THIS AGREEMENT is entered into by and between Worldwide Security Services, LTD. (hereinafter referred to as the Company), and the Industrial, Technical and Professional Employees Union (hereinafter referred to as the Union), as representative of the Company's employees located at IRS Complex, Fresno, California.

WHEREAS, the parties hereto entered into Agreement on March 1, 2002, and,

WHEREAS, except as specifically modified herein, all terms and conditions of the Agreement referred to as the above, including any Supplemental Agreements, shall remain in full force and effect,

NOW, THEREFORE, it is mutually agreed that said agreement is amended as follows:

APPENDIX A

WAGES

	CURRENT :	EFFECTIVE October 1, 2004:
Guard	12.80	13.05
Console Operator	13.30	13.55
Sergeant	13.35	13.60
Lieutenant	14.60	14.85

APPENDIX B

HEALTH AND WELFARE

CURRENT:

The Company shall contribute to the ITPEU Health and Welfare Fund the sum of **two dollars** and fifty-six cents (\$2.56) per hour for all straight time hours worked plus all hours of paid vacation, holidays and sick leave, for each and every employee covered by this Agreement.

(B) Contributions for Family or Medical Leave

The Company shall contribute **two dollars and fifty-six cents** (\$2.56) to the ITPEU Health and Welfare Fund on behalf of any employee who is on a family or medical leave of absence under the Federal Family and Medical Leave Act.

In order to be eligible for such contributions, an employee must have worked for the Company or its predecessor at the Base for a total of at least twelve (12) months and for at least 1,250 hours In the twelve (12) month period preceding the period of family or medical leave.

In no event shall contributions for family or medical leave exceed a period of twelve weeks per employee in any calendar year. The hours of contributions for each week of family or medical leave shall be calculated by determining the average weekly hours worked but the employee in the twelve (12) week period preceding family or medical leave, including all hours during said period of paid vacation, holiday and/or sick leave.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Health and Welfare Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such Plan.

APPENDIX C

PENSION

CURRENT:

The Company shall contribute to the ITPE Pension Plan the sum of seventy-five cents (\$0.75) on all hours worked, all hours of paid vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one-(1) week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such plan.

EFFECTIVE October 1, 2003;

The Company shall contribute to the ITPE Pension Plan the sum of eighty-five cents (\$0.85) on all hours worked, all hours of paid vacation, holidays and sick leave, but shall not exceed forty (40) hours in any one (1) week.

In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust establishing the ITPE Pension Plan and any amendments duly adopted thereto. The Company further agrees to be bound by all resolutions and other actions taken by the Board of Trustees of such plan.

APPENDIX D

<u>UNIFORMS</u>

CURRENT AND EFFECTIVE October 1, 2003:

All employees will receive an allowance of one dollar (\$1.00) per day worked for the laundering and maintenance of Company provided uniforms.

The employer shall provide at no cost to all new Employees those items listed in the security service contract for the Internal Revenue Service, Fresno site. Upon termination of employment, all clothing and equipment issued to the Employee shall be returned to the Employer in good condition.

Full-Time Employee Five-Year Total Issue for IRS/Fresno.

Shirt, Long Sleeve, Police Style-Lt. Blue (Nov 1. to Apr.1)	3
Shirt, Short Sleeve, Police Style-Lt. Blue	1
Trousers-Navy Blue	3
Necktie-Navy Blue Solid (clip on or breakaway)	2
Windbreaker, Navy Blue	1
Jacket, Navy Blue-Bomber Style	1
Sam Browne Belt-Black basketweave	1
Holster, Pepper Spray-slide on type	1
Canister, pepper spray, min. 0.6 oz.	1
Holster, Black, basketweave, S&W 910 Semi Automatic	1
Keepers, belt Black set of 4	1
Handcuffs pair w/keys	1
Handcuff case black	1
Keystrap w/flap-Black	1
Flashlight (4 "D" cell)	1
Flashlight/Baton holder-Black	1
Tie clasp*	1
Breast Badge	1
Nameplate, 3 ½" x ¾ White on Blue plastic	2
Insignia, shoulder patch-WSS/Wackenhut-each shldr	14
Double Mag pouch-Black	1
Leather Trouser Belt	1
Radio case holderBlack	1
Ballcap - WSS/ Wackenhut patch	1

Employees may purchase additional uniform and. equipment items from the Employer at cost, Such articles shall be paid for by deductions from the employee's pay.

The employer shall replace any parts of the uniforms that are damaged in the line of duty, provided it has been reported to the Shift Supervisor within the shift period when the incident occurred. The employer will also, from time to

time, replace uniform items no longer serviceable due to normal wear and tear, Each such replacement will be made on a trade-in basis only.

The employer shall retain the option to withhold only that part of the Employee's final paycheck that would cover the. cost of any missing uniforms or equipment. The deduction for such missing items shall be the actual cost to the Employer.

APPENDIX E

ANNUAL BENEFIT FUND

CURRENT:

For the purpose of providing vacation, holidays, sick leave, bereavement leave, jury duty and other benefits, the Company shall contribute to the ITPEU Annual Benefit Fund the sum of **two dollars and eighty-three cents (\$2.83)** per hour worked by each and every employee covered by this agreement, and/or for each hour for which the Company makes or is required to make direct payment of wages to such employee. In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of trust establishing the ITPEU Annual Benefit Fund created thereunder. Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Fund, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU Annual Benefit Fund.

The vacation, holidays, sick leave, bereavement leave, jury duty and other benefits provided under this Agreement and the eligibility requirements for such benefits shall be specified in the ITPEU Annual Benefit Fund.

Training pay shall be at thirty-two (32) hours per year.

EFFECTIVE October 1, 2003:

For the purpose of providing vacation, holidays, sick leave, bereavement leave, jury duty and other benefits, the Company shall contribute to the ITPEU Annual Benefit Fund the sum of **three dollars and fifteen cents (\$3.15)** per hour worked by each and every employee covered by this agreement, and/or for each hour for which the Company makes or is required to make direct payment of wages to such employee. In executing this Agreement, the Company agrees to be bound by the terms and conditions of the Agreement and Declaration of trust establishing the ITPEU Annual Benefit Fund created thereunder. Receipt of both documents is hereby acknowledged. In addition the Company agrees to be bound by any amendments to the aforesaid Agreement and Declaration of Trust and Fund, together with all resolutions and other actions duly adopted by the Board of Trustees of the ITPEU Annual Benefit Fund.

The vacation, holidays, sick leave, bereavement leave, jury duty and other benefits provided under this Agreement and the eligibility requirements for such benefits shall be specified in the ITPEU Annual Benefit Fund,

Training pay shall be at thirty-two (32) hours per year.

APPENDIX F

SHIFT DIFFERENTIAL

Employees working between the hours of 5 p.m. and Midnight shall receive **twenty-five cents (\$0.25)** per hour in addition to their regular hourly rate.

Employees working between the hours of midnight and 8 a.m. shall receive **fifty cents** (\$0.50) per hour in, addition to their regular hourly rate.

Employees shall receive an additional **ten percent (10%)** of their regular hourly rate for all hours worked on Sunday.

APPENDIX G

TRAVEL ALLOWANCE

Employees shall receive **thirty-one cents** (\$0.31) per mile for travel between Fresno main site and the Tulare site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this $\underline{29^{th}}$ Day of \underline{August} , $\underline{2003}$.

FOR THE UNION:

ITPEU/AFL-CIO

FOR THE COMPANY:

Worldwide Security Services, LTD,

In Marjore

Brenton III, Secretary/Treasurer

Seth B. Libby President

Wackenhut Services, Inc.

James L. Long

President

Section B

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
	BASE YEAR PERIOD OF PERFORMANCE: 02/01/200	05 - 09/30/20	005		
0001	The contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	8.00	МО	\$	\$
0002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	8.00	MO	\$	\$
0003	Additional/Emergency Services	1.00	LO	NTE \$	\$
	Guard I \$/hr Guard II \$/hr Canine Services \$/hr			¥	¥
	TOTAL FOR BASE YEAR				\$
	OPTION PERIOD #1 PERIOD OF PERFORMANCE: 10/01/200	05 - 09/30/20	006		
1001	The contractor shall furnish all labor, equipment, personnel and supervision necessary to provide security guard and other related services as stated herein.	12.00	MO	\$	\$
1002	The contractor shall furnish all labor, equipment, personnel, supervision and trained dogs necessary to provide canine services in accordance with the Canine Explosive Detection Statement of Work incorporated herein.	12.00	МО	\$	\$
1003	Additional/Emergency Services	1.00	LO	NTE \$	\$
	Guard I \$/hr Guard II \$/hr Canine Services \$/hr			T	Ŧ
	TOTAL FOR OPTION PERIOD #1				\$